

EXHIBIT F

From: Oertle, Heidi
Sent: Monday, October 25, 2010 9:56 AM
To: 'R. Douglas Gentile'; ddoan@haltomdoan.com; Michael Hopkins
Cc: Krasovec, Joseph; John Greer
Subject: RE: McCune v. Graco
Attachments: Protocol for Reading RCM Using Load Box.pdf

Doug,

We have circled back to Autoliv and they are willing to make some accommodations that I hope will resolve our issues on the black box download. Their proposed protocol is attached. As you can see, we can perform the download at the current storage location of the vehicle or at some other neutral site instead of at Autoliv, and you may have a representative present and take photographs and screen shots. You will be provided with a copy of the download data at that time. What Autoliv does not permit is for anyone from either side to be present at their facility when the data is decoded. Instead, they will send both sides a report of the decoded data simultaneously. I think this proposal is fair to both sides and addresses your concerns about corruption of the data.

I look forward to your comments.

-Heidi

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From: R. Douglas Gentile [mailto:dgentile@dfrglaw.com]
Sent: Thursday, October 14, 2010 1:49 PM
To: Oertle, Heidi; ddoan@haltomdoan.com; Michael Hopkins
Cc: Krasovec, Joseph; John Greer
Subject: RE: McCune v. Graco

Heidi:

We begin with two incontrovertible facts: (i) the module belongs to the plaintiffs and (ii) any data contained within the module is plaintiffs' property. Just as Graco can limit what I can and cannot do with its documents and test seats, plaintiffs control what happens to their property.

Autoliv, of course, has no property interest in the RCM. Rather, it is a third-party to this litigation, was the supplier of the RCM, and is the sole entity with the ability to crack it open and read what it says. The process of cracking the RCM open is not your work-product. The process of obtaining the raw data from the RCM is not your work-product. The process of deciphering that data in accordance with Autoliv's software is not your work-product. Since these processes are not your work-product, watching them take place does not infringe upon your work-product. While discussions between you and your experts about any data that is found may be your work-product, getting the data out of the RCM in the first instance and deciphering it is not. Thus, "fundamentally," you will not be permitted to hand the plaintiffs' property off to Autoliv for a download unless

11/24/2010

we are there to observe and document each and every step of the procedure as outlined in my proposed order. And, of course, for the process itself to be meaningful and to insure that it is done correctly, we will need all the information set forth in the order before the process begins. Feel free to designate it as "confidential" and governed by the Protective Order if you deem that necessary.

It is plainly unfair, and creates a grossly unbalanced playing field, for you and Graco to have access to any data that may be in the RCM, and to have the ability to decode and interpret that data during the download, while plaintiffs get a limited report, limited data, and no ability to decode and interpret the limited data you choose to provide. I don't know what your experience in downloading these modules is, but Autoliv and Exponent are both fully aware that insisting on doing the download without us there is a deliberate litigation tactic designed to give Graco an unfair advantage and eliminate "unfavorable" cross-examination regarding the manner in which the download is performed. Not only does it hide the process, the steps taken, and what was discovered each step of the way, it allows Graco to dribble out only what it wants us to see - hiding the screenshots is precisely what that will accomplish - while giving Graco an unlimited ability to conceal any data that might be contrary to Graco's defenses in this case. The discovery rules in Texas, and the federal courts, strive to level the playing field, not give one party such a dramatic and unfair advantage over the other.

In sum, all the information outlined in the order must be made available, as the proposed order states, and we must be allowed to be present for all activity involving the module, or we will not agree to the download. Either all of the data will be available to all parties, or we will all just have to live without it. If Graco wants to do it without us being there, you need to do whatever you think is appropriate because we will not agree to it.

I must add, given the circumstances, that Autoliv is a very sophisticated litigant and is well versed in issues involving downloads of its modules. Not only has it been sued many times for defects in those modules, it is commonly involved in these kinds of disputes – and it knows how the courts have ruled on them.

R. Douglas Gentile

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-----Original Message-----

From: Oertle, Heidi [<mailto:hoertle@schiffhardin.com>]
Sent: Thursday, October 14, 2010 10:53 AM
To: R. Douglas Gentile; ddoan@haltomdoan.com; Michael Hopkins
Cc: Krasovec, Joseph; John Greer
Subject: RE: McCune v. Graco

Doug,

Thank you for your proposed order on the RCM download. To clarify one point, we seek only the RCM data, and will not download the On Board Diagnostics. This should moot your draft provisions pertaining to other data.

More fundamentally, we cannot agree to your proposal that representatives of plaintiffs be present while the data is analyzed, or that plaintiffs be allowed to photograph each computer screen during the download. That would be akin to our being present to photograph each step of Mr. Whitman's inspection and/or testing. We can provide assurances that Autoliv will inspect the RCM for damage and will not attach equipment to the RCM if there is any possibility that they would damage it. Autoliv does not add anything to the memory of RCM by attaching equipment other than the key-on cycle, so there is no possibility of spoliation of evidence, and it will be equally available for plaintiffs' analysis. We object to the order insofar as it permits plaintiffs to be present while their work product is generated.

We would have additional comments on some of the items in your proposal, but before we spend time trying to work through those, it probably makes sense to see if we can agree on this larger issue.

I look forward to your thoughts.

-Heidi

-----Original Message-----

From: R. Douglas Gentile [<mailto:dgentile@dfrglaw.com>]

11/24/2010

Sent: Friday, October 01, 2010 2:48 PM

To: Oertle, Heidi; ddoan@haltomdoan.com; Michael Hopkins

Cc: Krasovec, Joseph; John Greer

Subject: RE: McCune v. Graco

Heidi: Here is the Order we propose on the download.

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